

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414373

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|----------------------------------|---|-------------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOFFMAN SOUTHWEST CORP. | | 01/31/2017 | Corporation: CALIFORNIA |
| WESTERN DRAIN SUPPLY, INC. | | 01/31/2017 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | SUMITOMO MITSUI BANKING CORPORATION, as agent | | |
| Street Address: | 277 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10172 | | |
| Entity Type: | Banking Corporation: JAPAN | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2266208 | BIOLINE | |
| Registration Number: | 2050911 | BIO-ROOTER | |
| Registration Number: | 2287346 | PRO PIPE PROFESSIONAL PIPE SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 2122942684 | | |
| Email: | trademarkny@winston.com | | |
| Correspondent Name: | Sonakshi Jha | | |
| Address Line 1: | 200 Park Avenue | | |
| Address Line 2: | Winston & Strawn LLP | | |
| Address Line 4: | New York, NEW YORK 10166 | | |
| ATTORNEY DOCKET NUMBER: | 201052.8 | | |
| NAME OF SUBMITTER: | Sonakshi Jha | | |
| SIGNATURE: | /Sonakshi Jha by trademarkny/ | | |
| DATE SIGNED: | 02/01/2017 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of January 31, 2017, by HOFFMAN SOUTHWEST CORP., a corporation organized under the laws of the State of California ("Hoffman Southwest") and WESTERN DRAIN SUPPLY, INC., a corporation organized under the laws of the State of California ("Western"; Hoffman Southwest, Western, and each Person joined hereto as a Grantor from time to time, collectively, the "Grantors", and each a "Grantor"), in favor of SUMITOMO MITSUI BANKING CORPORATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

WITNESSETH

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto ("Lenders") have entered into a certain Term Loan and Security Agreement, dated as of January 31, 2017 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.
3. Credit Agreement The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit

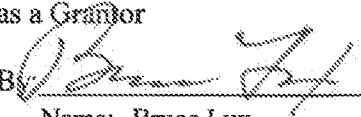
Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

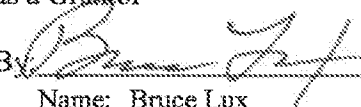
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

HOFFMAN SOUTHWEST CORP.,
as a Grantor

By  _____

Name: Bruce Lux
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

WESTERN DRAIN SUPPLY, INC.,
as a Grantor

By  _____

Name: Bruce Lux
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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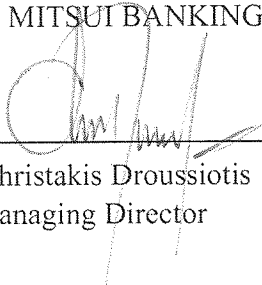
Agreed and Accepted

SUMITOMO MITSUI BANKING CORPORATION,
as Agent

By: _____

Name: Christakis Droussiotis

Title: Managing Director

A handwritten signature in black ink, appearing to read 'Christakis Droussiotis', is written over a horizontal line. The signature is stylized and somewhat cursive.

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1

TRADEMARKS

| U.S. Trademark | Registration Number | Registration Date | Status of Mark | Current Owner/Applicant |
|---|----------------------------|--------------------------|-------------------------|--------------------------------|
| “BIOLINE” and design | 2266208 | 8/3/99 | Renewed (Registered) | Western Drain Supply, Inc. |
| “BIO-ROOTER” and design | 2050911 | 4/8/97 | Renewed (Registered) | Western Drain Supply, Inc. |
| “PRO PIPE PROFESSIONAL PIPE SERVICES” | 2287346 | 10/19/99 | Renewed (Registered) | Hoffman Southwest Corp. |